IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA COLUMBIA DIVISION

| SHANNON ASHFORD | |) | Civil Action No.: <u>3:18-cv-00904-CM</u> | <u>C-S\</u> | <u>/H</u> |
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| Plaintiff, | |) | | | = |
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| vs. | |) | | چ | 00 |
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| PRICEWATERHOUSECOOPERS | S, LLP, |) | | 2 | 25 |
| Defendants. | |) | | _ | 8, |
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| PLAINTIFF'S RESPONSE TO 1 | DEFEN | IDAN | T'S NOTICE OF SUPPLEMENTAL | , ~ | S |

The Defendant employer has provided this Court with supplemental authority for their position that Title VII should be enforceable even under their arbitration agreement in Entry Number 22.

AUTHORITY.

In doing so, the Defendant cites a Southern District of New York Order which allowed what the Defendant's states was the identical arbitration agreement. The Defendant also specifically states in its Notice that the New York Court upheld the arbitration clause in a Title VII matter.

However, on its face, the Southern District of New York's Order states that the federal claim in that was pursuant to the ADEA. The arbitration agreement clause cited by the Magistrate exempted only Title VII and did not provide an exemption for the ADEA.